

Arjun Vasan
arjun.vasan@gmail.com
12615 193rd Street
Cerritos, CA 90703
562-900-6541
Plaintiff in Pro Per

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Arjun Vasan,
Plaintiff and Counter-Defendant

vs.

Checkmate.com, Inc.,
(dba "Checkmate"),
Defendant and Counterclaimant

Case No.: 2:25-cv-00765-MEMF-JPR
Hon. Maame Ewusi-Mensah Frimpong

**DECLARATION OF ARJUN VASAN IN
SUPPORT OF MOTION TO DISMISS
DEFENDANT CHECKMATE'S
COUNTERCLAIMS**

[Filed Concurrently with Motion to Dismiss,
[Proposed] Order, Request for Judicial Notice]

Complaint Filed: January 28, 2025

Hearing Date: September 18, 2025

Hearing Time: 10:00 a.m.

Courtroom: 8b

I, Arjun Vasan, declare as follows:

1. I am the Plaintiff and Counter-Defendant in this action and submit this declaration in support of my Motion to Strike Affirmative Defense. I have personal knowledge of the facts stated herein, and if called to testify could and would do so competently.

2. In compliance with C.D. Cal. Local Rule 7-3, I conferred with Defendant's counsel regarding the grounds for the Motion to Dismiss. We first held a meet-and-confer on **July 17, 2025** (via Microsoft Teams). Counsel Makitalo stated Checkmate would oppose.
3. On July 19, 2025, I emailed a recap of the conference to counsel summarizing the issues I intended to raise. The parties further conferred during the Rule 26(f) conference held on August 7, 2025, and I reiterated that I would be amending this motion, as I had just been discharged from treatment. Checkmate counsel did not take a position on amendment.
4. On August 14, the parties filed their Joint Rule 26(f) Report, in which I stated my intent to file this Amended Motion by today, August 15, 2025. See ECF No. 78 at 9, § H.13.
5. A true and correct copy of my **July 19, 2025**, recap email is attached as Exhibit E.
6. **Medical discharge & protective filing.** I was admitted to inpatient medical treatment on July 9, 2025, and initially expected to be discharged within two weeks. Due to medical advice, my discharge was delayed until **August 4, 2025**.
7. To preserve deadlines, on **August 6, 2025**, I timely filed my initial Motion to Dismiss Checkmate's Counterclaims and notified the Court and counsel that I would promptly file amended papers as soon as practicably possible. In further noted in my sections of the Joint Rule 26(f) report that I would be filing these papers by today, August 15, 2025.
8. I prepared and filed this Amended Motion as soon as practicable after discharge. The brief timing adjustment occurs at the outset of the case and causes **no prejudice** to Checkmate; the requested relief will streamline the pleadings and conserve resources.
9. Attached as **Ex. A** hereto is a true and correct copy of the Declaration of Robert Nessler, in his capacity as Holder Representative of the VoiceBite pre-closing shareholders. I downloaded this version from PACER and attach it for convenience. The Declaration is available through PACER with Case No. 25-cv-03181-JMF (SDNY).
10. Attached as **Ex. B** is a compilation I prepared of materials cited in the amended motion concerning the Non-Competition Agreement, including excerpts of that agreement (as filed with the Warns Declaration) and pinpoint excerpts cited prior filings by Checkmate

1 in support of its Motion to Dismiss or Transfer here. The compilation is a true and correct
2 copy of those excerpts; nothing material has been altered.

3 11. Attached as **Ex. C** is a true and correct copy of an official Checkmate/VoiceBite merger
4 press release on Food on Demand, a prominent industry blog. I downloaded a copy and
5 saved it in PDF form today, August 15, 2025. The article remains live at the web url:
6 [https://foodondemand.com/06122024/checkmate-steps-out-with-a-new-identity-and-](https://foodondemand.com/06122024/checkmate-steps-out-with-a-new-identity-and-expanded-ordering-solutions/)
7 [expanded-ordering-solutions/](https://foodondemand.com/06122024/checkmate-steps-out-with-a-new-identity-and-expanded-ordering-solutions/)

8 12. Attached as **Ex. D** is a true and correct screenshot of an email I received from Vishal
9 Agarwal, Checkmate CEO. I do not possess the entire email chain but saved this
10 screenshot, unaltered, during the ordinary course of business.

11
12 *I Declare under Penalty of Perjury under the laws of the United States and the State of*
13 *California that the foregoing is True and Correct.*

14
15
16 Respectfully Submitted,

17 **Executed on:** August 15, 2025

/s/ *Arjun Vasan*

18 **In Cerritos, California**

19 _____
20 By: **Arjun Vasan**
21 Plaintiff In Pro Per
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EXHIBIT A

	X
CHECKMATE.COM, INC.,	:
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Plaintiff,	:
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-against-	:
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	:
ARJUN VASAN,	:
	:
	:
Defendant.	:
	X

25-CV-03181 (JMF)

DECLARATION OF ROBERT NESSLER
IN SUPPORT OF DEFENDANT’S
MOTION FOR POST-DISMISSAL COSTS,
FEES AND SANCTIONS

I, Robert Nessler, declare as follows:

Capacity and Authority

1. I am over 18 years of age, competent to testify, and the Holder Representative designated pursuant to Section 9.1 of the Merger Agreement dated April 30, 2024, between Checkmate.com, Inc. (“Checkmate”) and VoiceBite Corporation. (“VoiceBite”). I submit this declaration in my official capacity as Holder Representative, fully authorized and empowered to act and speak on behalf of all pre-closing equity holders and founding team members of VoiceBite, including myself, Arjun Vasani, Christopher Lam, Isamu Aoki, and Paul Garcia, as expressly provided in the Merger Agreement.

Contradictions in Amended Complaint Allegations

2. **Paragraph 1** (*“No matter what” and Alleged Fraudulent Intent*)

This statement is categorically false. The phrase “no matter what” refers to a negotiating position shared by the three primary founders (myself, Arjun Vasani, and Christopher Lam) during joint negotiations. It referred specifically to the requirement for guaranteed retention bonuses for the founding team as a condition of the transaction—*not* as a scheme for personal gain. The deal would not have proceeded absent these guaranteed bonuses, as all founders were giving up their upside in VoiceBite for what was represented as stability and security with Checkmate. No founder, including Mr. Vasani, stood to “ride off into the sunset” with “millions of dollars”; in fact, none of the founders, including myself, ever received these bonuses.

3. **Paragraph 2** (*Vasani individually sought to convince Checkmate to pay “millions”*)

This statement is categorically false. All negotiations were conducted jointly and at no point did “Vasani” individually attempt to convince Checkmate of anything. The negotiation team consisted of the three primary founders (myself, Vasani, and Lam), working for the benefit of all VoiceBite equity holders. At no time were “millions of dollars” at stake for any individual founder. Instead, \$1.5 million in guaranteed retention bonuses were negotiated to be shared pro rata by all five pre-closing holders according to their percentage ownership in VoiceBite. This was transparent and discussed repeatedly.

4. Though not detailed here, several other paragraphs in Checkmate’s complaint are categorically false or misleading.

Facts and Statements

5. At no point did Checkmate pay the Founding Team or other VoiceBite equity holders the \$1.5 million in bonuses promised as part of the merger and employment agreements.
6. All material representations regarding were known to all founders prior to the merger and were discussed with legal counsel, and all material representations were in good faith determined to be true and accurate.

7. On November 14th, 2024, at 9AM, our team was informed that Arjun Vasan was terminated due to a breach of the non-solicitation clause in his non-competition agreement. Checkmate proceeded to interview the team after his termination.
8. At no point did Arjun Vasan attempt to recruit me, and to my knowledge, any of the “same employees sold to checkmate” to work for any competitor. No such employee reported any such solicitation to Checkmate leadership, as it did not occur. Therefore, the allegation in ¶50 is categorically and knowingly false.
9. On or about January 29, 2025, I was served a “Notice of Direct Claim” against the VoiceBite pre-closing shareholders, asserting forfeiture of more than \$1.5 million in guaranteed employment bonuses and all equity pursuant to the parties’ agreements.
10. The Notice alleged Fraud and misrepresentations by VoiceBite and its associates.
11. In my capacity as Holder Representative, I engaged counsel Grant Thomas of Thomas Whitelaw LLP to respond to the Notice of Direct Claim.
12. On or about February 7, 2025, after discussions with myself, Christopher Lam and Arjun Vasan, Mr. Thomas determined an appropriate response to the Notice, distinguishing the disputed functional code from VoiceBite’s intellectual property.
13. *At no point did I authorize the joint response to be attributed to Arjun Vasan in his individual capacity* or agree to Checkmate doing so. Therefore ¶¶ 33-34 of the Complaint are knowingly and entirely false and these statements were never made by Arjun Vasan.
14. At no point did we or Mr. Thomas state, or imply, that VoiceBite’s entire codebase was a “valueless non-asset”. Indeed, the team continues to build on and evolve the codebase.
15. On or about February 14th, 2025, we were informed that Checkmate would be suing Arjun Vasan in his individual capacity.
16. Since then, the pre-closing shareholders of VoiceBite have been told that they will not receive their unpaid bonuses due to a “legal dispute”.
17. At no point was I ever informed of any 3rd party claim against Checkmate due to any of the purported disputed code.

18. The Voice Project continues to progress and is actively deployed at Checkmate customers, including Popeye's Louisiana Kitchen. Checkmate stands to gain immensely from the work of Arjun Vasan and the rest of the VoiceBite team.

Conclusion

19. I reserve all rights and authorities as Holder Representative under the Merger Agreement and make this declaration solely in that official capacity.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: Friday, July 25, 2025,

In Cupertino, CA

Signed by:

Robert Nessler

8F3B9EAD576B457...

By:

Robert Nessler

Holder Representative of the VoiceBite
Pre-Closing Shareholders and former
Chief Executive Officer of VoiceBite

EXHIBIT B

Exhibit E – Non-Compete Allegations

1. Checkmate's Motion to Dismiss or Transfer in C.D. Cal. (Dkt. 18)

A. Agarwal Declaration (Dkt. 18-4)

25. On or around November 7 and 8, 2024, while on leave, Mr. Vasan contacted a competitor of Checkmate to discuss the possibility of joining their company—and bringing two Checkmate engineers with him. I learned of this breach on November 9, 2024, when I was informed by an industry contact. Attached hereto as **Exhibit E** is a true and correct copy of Mr. Vasan's email to a competitor.

26. On November 14, 2024, Ms. Brown, Mr. Bell, and I met with Mr. Vasan via Zoom to address his actions. On the same day, after the meeting, Mr. Vasan sent me an email stating that he was resigning. Attached hereto as **Exhibit F** is a true and correct copy of Mr. Vasan's resignation email.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 26th day of March 2025 in New York, New York.

DocuSigned by:
Vishal Agarwal
F8BF90D5BFCD434

VISHAL AGARWAL

B. Memorandum of Points and Authorities (Dkt. 18)

7 On or around November 7 and 8, 2024, while on leave, Plaintiff contacted a
8 competitor of Checkmate to discuss the possibility of joining their company—and
9 bringing two Checkmate engineers with him. Agarwal Decl. ¶ 25, Ex. D. This
10 conduct was a direct violation of the Non-Competition Agreement. Agarwal Decl.
11 ¶¶ 9, 25, Ex. B. Checkmate learned of this breach on November 9, 2024, when it

Exhibit E – Non-Compete Allegations

2. Checkmate's Amended Complaint in S.D.N.Y

23. Knowing he was about to be uncovered, in direct contravention of his non-compete agreement, Vasán began looking to work at a competing company. On or around November 7 and 8, 2024, Vasán contacted a competitor of Checkmate and mentioned the possibility of leaving Checkmate and bringing two Checkmate engineers along with him in a potential hire by the competitor. Vasán also shared recordings derived from "Cyborg" technology with the competitor.

-7-

Figure 1 – SDNY AC ¶ 23

50. Vasán materially breached the Non-Compete Agreement by, *inter alia*, in November 2024, contacting one or more of Plaintiffs' competitors for the purpose of attempting to solicit interest in acquiring the same code and employees provided to Checkmate as part of the Transaction.

Figure 2 - SDNY AC ¶ 50

The emails from the Agarwal Declaration Exhibit E are attached below for convenience.



Fwd: Lunchbox - Voice AI

1 message

Vishal Agarwal <vishal@itsacheckmate.com>

Thu, Nov 14, 2024 at 8:24 AM

To: Mike Bell <michaelb@itsacheckmate.com>, Amy Brown <amy.brown@itsacheckmate.com>

FYI



Vishal Agarwal

FOUNDER AND CEO

+1 855.953.4340 | itsacheckmate.com

----- Forwarded message -----

From: **Nabeel Alamgir** <nabeel@lunchbox.io>

Date: Thu, Nov 14, 2024 at 9:43 AM

Subject: Re: Lunchbox - Voice AI

To: <vishal@itsacheckmate.com>

Here you go.



Nabeel Alamgir

CEO & Co-founder

C: 646.867.5395

O: 1216 Broadway, NY 10001

Website / LinkedIn / Instagram

Sent via Superhuman iOS

On Fri, Nov 8 2024 at 10:40 AM, Arjun Vasan <arjun.vasan@gmail.com> wrote:

Ok, I figured it's safer to send some older recordings that there is no potential risk.

These are from Cyborg (my earlier company) and from 2021-2022, so the voices themselves are not as nice as we can do now. Though it's pre chatGPT, we were amongst the earliest users of LLMs (GPT-3) for this use case while everyone else was still focused on NLP. We worked with OpenAI directly to train the marco's pizza cart prediction model so we could post fully automatically via API.

Since we didn't have API access for HoF and Lee's sandwiches, those orders were partly automated using RPA on their websites, but used humans to verify.

We sold Cyborg to Presto, but did not transfer IP in the transaction, since we switched over to drive thru there and launched del taco, weinerschnitzel and carls jr.

1. House of Fortune (Chinese Vegan)



hof-a-good-name.wav

 hof-howdy-john.mp3

2. Lee's sandwiches (Vietnamese banh me) * (attached below)
lees-that-is-impressive.wav

3. Marco's Pizza (4th or 5th largest pizza chain) * (attached below)

Listen thru to the end, and enjoy!

- Arj

Sent from Gmail Mobile

On Thu, Nov 7, 2024 at 7:33 AM Arjun Vasan <arjun.vasan@gmail.com> wrote:
Hey,

Think we connected a while back about voice ordering, then ended up being acquired by Presto, left started another voice ai company, acquired by checkmate.

Let's connect, I'm thinking of leaving here .. the culture doesn't appeal to me .. I've heard good things about Lunchbox over the years.

I know you've started in voice - i noticed you were doing some of zalat pizza's phone ordering with a call center. We're also in zalat, with full voice ai.

(We being checkmate, where i'm not happy atm).

1(562)900-6541

I have a short window to decide to leave and nullify my non compete .. like just 2 weeks. And i can bring over 2 additional 10x engineers i recruited here.

- Arj

Sent from Gmail Mobile

Register Now: Virtual Showcase of Lunchbox Catering & CRM - get an inside look at the back-end features that drive \$500+ check averages and an exclusive interview with Paris Baguette.



EXHIBIT C

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Checkmate Steps Out With a New Identity and Expanded Ordering Solutions

by Bernadette Heier | Jun 12, 2024 | News

**Checkmate**

VOICEBITE

A lot has changed for [itsaCheckmate](#) since it came onto the scene eight years ago.

Originally it started as a third-party integration company for restaurants' point-of-sale (POS) systems—remember the sea of tablets operators often had to deal with to handle multiple digital orders?

Now it's expanded into an all-around digital ordering supplier, serving more than 27,000 locations. Offering various products including first-party and third-party integrations, loyalty, data analytics, catering, custom web and apps and most recently kiosks and voice AI.

To reflect the evolution, the company now known as Checkmate, unveiled a rebrand at the Food On Demand [conference](#) last month, featuring a new logo, visual identity and revamped website.

In an industry saturated with tech-centric brands, coupled with the headache restaurant brands face juggling multiple tech vendors, Checkmate Founder and CEO Vishal Agarwal believes it has forged a path to becoming a one-stop-shop for operators to manage omnichannel presence.

"We wanted to come out with this philosophy that we are not just a tech company, we are a solutions-oriented company. We work with the heart and connect with our clients," said Agarwal, commenting on the rebrand. "And, hey, we are a multi-product company now so let's re-represent ourselves to the world."

Biting into voice AI

On the heels of the rebrand, Checkmate added voice AI to its roster, acquiring the company VoiceBite. It now offers customers voice AI phone ordering, which it says can handle 95 percent of calls without human intervention. VoiceBite can intelligently interpret requests, even vague ones, allowing customers to order as they normally would at a restaurant, and also has upselling capabilities.

In the coming Q3 or Q4 of this year, Agarwal anticipates the addition of an AI-voice drive-thru product.

VoiceBite was founded just last year. When asked what attracted Checkmate to go all-in with the startup, he said the three co-founders, Robert Nessler, Arjun Vasan and Chris Lam, have extensive experience in developing successful voice AI solutions. With former roles in companies such as kea and Presto, the trio has helped create products for hundreds of quick-service restaurants.

On collaborating with Checkmate, VoiceBite Co-founder and CEO Robert Nessler said, "The unification will rapidly accelerate voice AI development for restaurants."

Kiosk craze



Vishal Agarwal, Checkmate founder
and CEO

VoiceBite marks just the latest consolidation for Checkmate, following the purchase of Open Tender last March, which serves as the backbone for a newly built kiosk product.

"We always saw the wave coming for a kiosk solution," said Agarwal.

Kiosk competition is heating up industry-wide as more operators look to technology to increase revenue and decrease labor costs.

Despite companies such as Bite, GRUBBRR, and Otter making waves—to name a few—Agarwal remains confident.

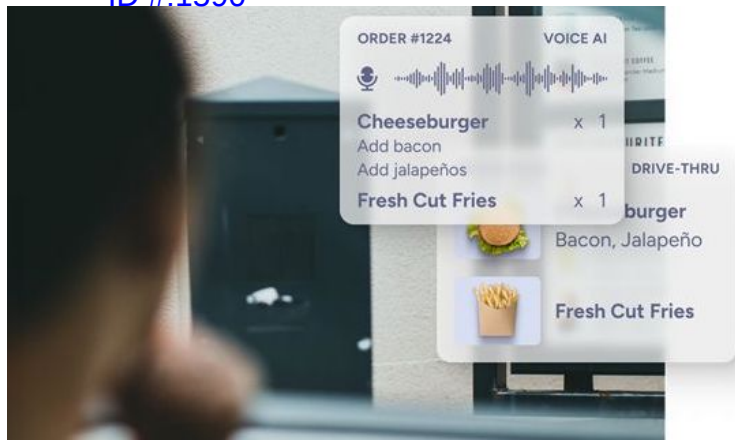
"We have built a system that makes the kiosk truly customizable to reflect the [restaurant's] brand," he said. Adding that "the backend support of POS integration and menu management combined with front-end customizability... is what's going to help us really stand out in this market."

"There are good players and other credible players and we look forward to competing," he said.

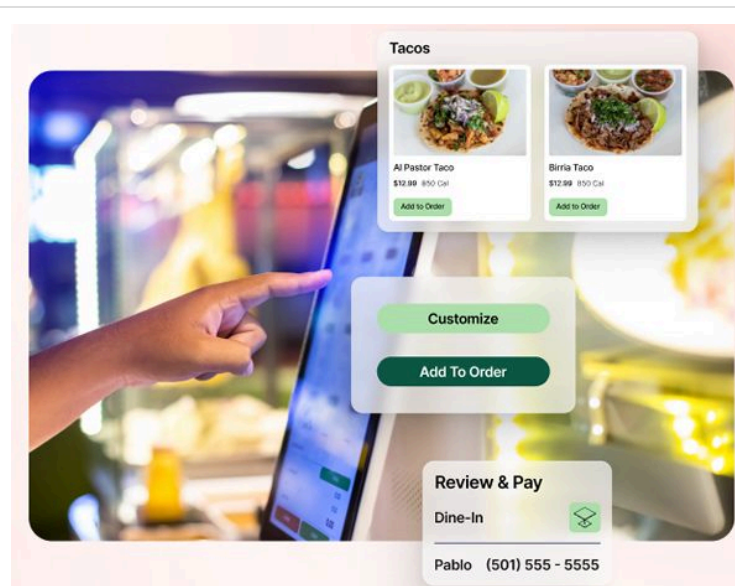
Customers are offered risk-free trials and pilots went live in May. Feedback has been positive.

Looking ahead, Checkmate has no qualms about slowing down.

"This is about skating to where the puck will be. Our sole focus is to become the most comprehensive digital ordering solution provider."



Checkmate acquired VoiceBite to power Voice AI ordering through phones and drive-thrus.



Checkmate kiosk pilots went live in May.

Related Posts:

1. [Voice AI Steals the Spotlight at National Restaurant Association Show](#)
2. [ItsaCheckmate Founder: In Turbulent Times, 'We're the plane that has landed'](#)
3. [Checkmate Completes \\$3 Million Series A](#)
4. [ItsaCheckmate Dives into Details of Inspire Brands Investment](#)

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EXHIBIT D

From: **Mike Bell** <michaelb@itscheckmate.com>

Date: Thu, Jul 25, 2024 at 11:47 AM

Subject: Re: Transfer of Voice AI code to Checkmate

To: Vishal Agarwal <vishal@itscheckmate.com>

Cc: Luke Ivers <luke@itscheckmate.com>, Robert Nessler <nessler@itscheckmate.com>, Christopher Lam <christopher@itscheckmate.com>, Arjun Vasan <arjun@itscheckmate.com>

Got it - thanks for outlining this.

Mike

On Thu, Jul 25, 2024 at 3:42AM Vishal Agarwal <vishal@itscheckmate.com> wrote:

Hi Luke,

Noted. Adding the Voice AI team and Mike directly on this chain so they can see the unfiltered communication.

Team - please see below on transfer of the code.

We are expecting to complete the stock option grants and transfer of the first tranche of bonus by the first week of September. Post that, the code should be shared / transferred to Checkmate ownership. There will be no changes in how the code is managed / operated.

Regarding the bonus payment, this will be transferred to an escrow account in the first week of September and earmarked for the Voice AI team on whenever they'd like to withdraw it.

Luke - request you to take ownership of the code share and confirm once this is done.

Regards,

Vishal Agarwal
FOUNDER AND CEO